

John J. Pringle, Jr.
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jpringle@ellislawhorne.com

October 2, 2006

FILED ELECTRONICALLY AND BY FIRST-CLASS MAIL SERVICE

The Honorable Charles L.A. Terreni
Chief Clerk
South Carolina Public Service Commission
Post Office Drawer 11649
Columbia, South Carolina 29211

RE: Application of NextG Networks of NY, Inc. for a Certificate of Public Convenience and Necessity to Provide Resold and Facilities-Based Local Exchange and Interexchange Telecommunications Services in the State of South Carolina and For Flexible Regulation
Docket No. 2006-____-C, Our File No. 1219-11391

Dear Mr. Terreni:

Enclosed is the original and one (1) copy of the **Application of NextG Networks, of NY, Inc.** in the above-referenced matter.

Please acknowledge your receipt of this document by file-stamping the copy of this letter enclosed, and returning it in the enclosed envelope.

If you have any questions or need additional information, please do not hesitate to contact me.

Very truly yours,



John J. Pringle, Jr.

JJP/cr

cc: Office of Regulatory Staff Legal Department
Mr. Robert Delsman
T. Scott Thompson, Esquire

Enclosures

THIS DOCUMENT IS AN EXACT DUPLICATE OF THE E-FILED COPY SUBMITTED TO THE COMMISSION IN ACCORDANCE WITH ITS ELECTRONIC FILING INSTRUCTIONS.

**BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA**

In the Matter of the Application of)	
)	
NEXTG NETWORKS OF NY, INC.)	
)	Docket No. _____
For a Certificate of Public Convenience and Necessity)	
to Provide Resold and Facilities-Based Local Exchange)	
and Interexchange Telecommunications Services in the)	
State of South Carolina, and for Flexible Regulation)	

APPLICATION OF NEXTG NETWORKS OF NY, INC.

NextG Networks of NY, Inc., d/b/a/ NextG Networks East, (“NextG” or “Applicant”), by counsel, and pursuant to S.C. Code Ann. § 58-9-280, respectfully requests that the South Carolina Public Service Commission (the “Commission”) grant this Application for a Certificate of Public Convenience and Necessity to provide resold and facilities-based local exchange and interexchange telecommunications service throughout the State of South Carolina. NextG also requests flexible regulation for its local exchange telecommunications services as the Commission first granted in Order No. 98-165 in Docket No. 97-467-C. NextG further requests, pursuant to R. 103-601(3) of the Commission’s rules, that the Commission waive application to it of certain Commission rules, as outlined herein.

NextG proposes to offer resold and facilities-based interexchange and local exchange services to customers throughout the geographic territory of South Carolina. NextG’s primary customers are large wireless carriers. Approval of this application will promote the public interest by increasing wireless coverage and the level of telecommunications competition within South Carolina. Telecommunications carriers will be empowered to provide more efficient and

reliable services at lower prices, thereby benefiting consumers. Moreover, the provision of a wider range of telecommunications service will bolster the State's economic health.

In support of its application, NextG respectfully submits as follows:

1. The name and address of the Applicant are:

NextG Networks of NY, Inc. (d/b/a NextG Networks East)
2216 O'Toole Ave.
San Jose, CA, 95131
Telephone: (408) 954-1580
Fax: (408) 383-5397

2. All correspondence, notices, inquiries, and other communications regarding this application should be addressed to:

John J. Pringle, Jr.
Ellis, Lawhorne & Sims, P.A.
P.O. Box 2285
Columbia SC 29202
Telephone: (803) 343-1270
Fax (803) 799-8479

with copies to:

T. Scott Thompson
Cole, Raywid & Braverman, LLP
1919 Pennsylvania Avenue, N.W.
Suite 200
Washington, D.C.
Telephone: (202) 828-9853
Fax: (202) 458-0067

3. Contact person regarding ongoing operations of the Company is:

Anthony Rodriguez
Regulatory and Contracts Specialist
2216 O'Toole Ave.
San Jose, CA, 95131
Telephone: (408) 954-1580
Fax: (408) 383-5397

4. Description of Applicant

NextG Networks of NY, Inc. is a wholly owned subsidiary of NextG Networks, Inc., a Delaware corporation with principal place of business in California. NextG Networks, Inc., through its wholly-owned subsidiaries, owns and operates telecommunications facilities for the provision of its “RF transport” telecommunications service. Facilities are currently operational in California, Illinois, and Georgia, and twenty-eight (28) other states have also authorized NextG to begin providing service. A copy of NextG’s Certificate of Incorporation and Certificate of Authority to Transact Business in the State of South Carolina are attached hereto as **Exhibit A.**

5. Officers and Directors and Legal Counsel

See **Exhibit B.**

6. Customer Service

NextG recognizes the importance of effective customer service. Customers may contact NextG 24 hours per day, seven days per week. NextG’s toll-free customer service number is 1-866-44-NEXTG (63984).

7. Financial Ability

NextG possesses the financial qualifications required for issuance of the requested Certificate of Public Convenience and Necessity. NextG will rely, in large part, upon the financial resources of its parent company, NextG Networks, Inc., to provide its services in the State of South Carolina. As evidence of its capacity to render the proposed services, please see **Confidential Exhibit C** for the most recent financial statements of parent company NextG Networks, Inc. NextG requests that Confidential Exhibit C be afforded confidential treatment in accordance with S.C. Code Ann. § 39-8-10, *et seq.*, Commission Rule 103-800, *et seq.* and Commission Order No. 2005-226 because this exhibit contains trade secrets, commercial and

financial information, which, if disclosed, would result in substantial harm to NextG's competitive position. Petitioner has filed its *Motion for Protective Treatment of Financial Statements* concurrent with this Petition.

NextG, through its parent NextG Networks, Inc., has sufficient capital on hand to commence operations in the State of South Carolina and the company has access to additional capital financing as may be needed to sustain future growth and expansion. It should be noted that NextG's business plan calls for it to provide its RF transport services based upon direct customer demand. Under this plan, revenue from customers will be readily identified prior to any extensive outlay of capital.

8. Managerial and Technical Ability

NextG is technically and managerially qualified to operate and manage its proposed telecommunications operations in South Carolina. The senior management of NextG has extensive experience in the provision of telecommunications service. Biographies outlining the technical and managerial experience of NextG's key personnel are provided in **Exhibit D**. These biographies reflect that NextG possesses significant expertise for operating a telecommunications company. In addition to the senior management, NextG has highly qualified technical personnel to ensure that NextG's operations will meet demanding standards for service quality and reliability.

9. Description of Services Offered and Proposed Service Territory

NextG will offer transport of voice and data signals via fiber optic lines, initially focused on serving wireless providers. NextG's "RF transport services" use fiber optic technology, including multi-wavelength optical technology over dedicated transport facilities, to provide telecommunications companies with more efficient transport and greater overall network service

options. RF transport services connect wireless capacity equipment to bi-directional, RF-to-optical conversion equipment at a hub facility. The hub facility can be customer or NextG-provided. The conversion equipment will allow NextG to accept RF traffic from the customer and then send bi-directional traffic transmission across the appropriate optical networks. At the remote end, NextG or the customer company will provide RF-to-optical conversion equipment to allow bi-directional conversion between optical signals and RF signals. RF signals can be received and radiated at this remote node by the customer company.

At this time, NextG does not intend to furnish residential or business local voice telephone services or switched, interexchange telephone service in South Carolina. NextG will only provide RF transport services where technology permits. The furnishing of RF transport services requires certain physical arrangements of equipment and facilities of NextG and other entities, and is subject to the availability of such equipment and facilities and the economic feasibility of providing such necessary equipment and facilities and the RF transport services. NextG will offer service subject to the availability of the necessary facilities and/or equipment. NextG will reserve the right not to provide service to or from a location where the necessary facilities or equipment are not available.

10. Public Interest and Need

The granting of NextG's Application is consistent with S.C. Code Ann. § 58-9-280(B), and, in that regard, NextG makes the following representations to the Commission:

1. NextG possesses the requisite technical, financial, and managerial resources sufficient to provide the services requested;
2. NextG's services will meet service standards required by the Commission;
3. The provision of services by NextG will not adversely impact the availability of affordable telecommunications service;
4. NextG, to the extent it is required to do so by the Commission, will participate in the support of universally available telephone service at affordable rates; and
5. The provision of services by NextG will not adversely impact the public interest.

Grant of NextG's Application for a Certificate of Public Convenience and Necessity to provide the service described within this Application is in the public interest and will serve the public convenience and necessity. The public interest will be served by expanding the availability of competitive telecommunications services and enhanced telecommunications infrastructure in the State of South Carolina, thereby facilitating economic development. Authorizing NextG to enter the telecommunications service market will increase the competitive choices available, and in turn create incentives for all carriers to lower prices, provide new and better quality services, and be more responsive to customer issues and demands.

NextG's service allows wireless carriers to expand the coverage of wireless services with less intrusive facilities. Traditional wireless technologies have suffered from "dead spots" and bandwidth capacity limitations. NextG's combination of fiber optics and lower height antennas helps wireless providers eliminate dead spots and increase bandwidth needed for emerging and future services, without requiring the use of large, unsightly towers. NextG's RF transport service uses fiber optics and small, unobtrusive antennas located primarily on existing utility and/or streetlight poles. Thus, grant of NextG's petition will promote the deployment of advanced telecommunications and wireless telecommunications infrastructure in the State.

11. Waivers and Regulatory Compliance

NextG requests that, pursuant to Rule 103-601(3), the Commission grant it a waiver of those regulatory requirements that are inapplicable to NextG's services because compliance with such rules would cause NextG unusual hardship.¹ Specifically, NextG requests a waiver of the following Commission Rules:

¹ S.C. CODE REGS. § 103-601(3) ("In any case where compliance with any of these rules and regulations introduces unusual difficulty such rule or regulation may be waived by the Commission upon a finding by the Commission that such a waiver is in the public interest.")

- **Rule 103-610:** requiring a utility to maintain its records in the State of South Carolina. NextG is headquartered in California. As a result, it would be impractical for NextG to maintain separate records in South Carolina. If the Commission determines it is necessary to review NextG's books, NextG will provide this information to the Commission upon request or will bear the cost of any out-of-state travel expenses incurred by Commission staff.
- **Rule 103-611:** requiring the use of the FCC's Uniform System of Accounts (USOA). Because NextG is a privately-held, competitive carrier without market power and exempt from the USOA, it would be burdensome and unnecessary to require it to comply with this Rule. NextG maintains its books and records in accordance with the Generally Accepted Accounting Principles ("GAAP"), and asserts that because it utilizes GAAP, the Commission will have a reliable means by which to evaluate operations.
- **Rule 103-612-2.3:** requiring utilities to file operating area maps with the Commission. NextG proposes to provide telecommunications services statewide, and primarily in the service areas of incumbent local exchange carriers. Maps defining those areas are already on file with the Commission.
- **Rule 103-631:** regarding the publication of directories. NextG does not intend to offer voice services, either residential or commercial, and thus does not anticipate that it will separately publish directories for its customers.

Such waivers have previously been granted under similar circumstances, and NextG respectfully requests that the Commission similarly grant the aforementioned waivers in the context of this Application.

12. Flexible Regulation of Local Exchange Services

NextG requests flexible regulation for its telecommunications services as the Commission granted in Order No. 98-165 in Docket No. 97-467-C. In the Order, the Commission adopted a rate structure that incorporated maximum rate levels with the flexibility for rate adjustment below the maximum rate levels. The Commission also determined that local tariff filings would be presumed valid upon filing, subject to the Commission's right within thirty days to institute an investigation of the tariff filing, and that any tariff filings would be subject to the same monitoring process as other similar local exchange carriers. NextG submits that as a provider of competitive local exchange services, it should be subject to regulatory constraints no more stringent than those imposed in Docket No. 97-467-C. NextG respectfully requests that its local exchange service tariff filings be regulated pursuant to this form of flexible regulation.

CONCLUSION

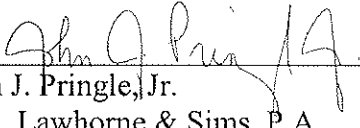
This Application clearly demonstrates that NextG possesses the requisite technical, financial and managerial qualifications to provide resold and/or facilities-based telecommunications service throughout the State of South Carolina. Furthermore, granting this Application for a Certificate of Public Convenience and Necessity will promote the public interest, comport with the public convenience and necessity, and meet pertinent legal and regulatory requirements for such applications.

WHEREFORE, NextG respectfully requests that the Commission issue it a Certificate of Public Convenience and Necessity to provide resold and facilities-based telecommunications service throughout the State of South Carolina, as proposed herein and set forth in the attached

tariff. NextG also requests that the Commission regulate its local exchange service in accordance with the principles and procedures established in Order No. 98-165 in Docket No. 97-467-C, grant the waivers requested herein, and grant such other relief as is just and proper.

Respectfully submitted,

NEXTG NETWORKS OF NY, INC.

By: 
John J. Pringle, Jr.
Ellis, Lawhorne & Sims, P.A.
P.O. Box 2285
Columbia SC 29202
(803) 343-1270

T. Scott Thompson
Cole, Raywid & Braverman, LLP
1919 Pennsylvania Avenue, NW
Suite 200
Washington, DC 20006
(202) 659-9750

NextG Networks of NY, Inc.

SCHEDULE OF EXHIBITS

Exhibit A	Articles of Incorporation/ Certificate of Authority to Transact Business
Exhibit B	NextG Officers, Directors and Legal Counsel
Exhibit C	Financial Information
Exhibit D	Biographies of Key Personnel
Exhibit E	Proposed Tariff
Exhibit F	Proposed Notice of Filing

EXHIBIT A

**(Certificate of Incorporation and
Certificate of Authority to Transact Business)**

**STATE OF SOUTH CAROLINA
SECRETARY OF STATE**

**APPLICATION BY A FOREIGN CORPORATION
FOR A CERTIFICATE OF AUTHORITY
TO TRANSACT BUSINESS
IN THE STATE OF SOUTH CAROLINA**

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

AUG 15 2006

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

TYPE OR PRINT CLEARLY WITH BLACK INK

Pursuant to Section 33-15-103 of the 1976 South Carolina Code of Laws, as amended, the undersigned corporation hereby applies for authority to transact business in the State of South Carolina, and for that purpose, hereby submits the following statement:

1. The name of the corporation is (see Sections 33-4-101 and 33-15-106 and Section 33-19-500(b)(1) if the corporation is a professional corporation) NextG Networks of NY, Inc.
2. It is incorporated as (check applicable item) [☒] a general business corporation, [] a professional corporation, under the laws of the state of Delaware
3. The date of its incorporation is November 6, 2002 and the period of its duration is perpetual
4. The address of the principal office of the corporation is 2216 O'Toole Avenue in the city of San Jose and the state of California, 95131
Street Address
City Zip Code
5. The address of the proposed registered office the state of South Carolina is c/o C T Corporation System, 75 Beattie Place in the city of Greenville in South Carolina 29601
Street Address
City Zip Code
6. The name of the proposed registered agent in this state at such address is C T Corporation System
Print Name

I hereby consent to the appointment as registered agent of the corporation.

C T Corporation System
By *Jennifer D...*
Signature of the Registered Agent

060815-0086
NEXTG NETWORKS OF NY, INC.
Filing Fee: \$136.00 ORIG
Mark Hammond
South Carolina Secretary of State

Name of Corporation

- | a) | Name of Directors | Business Address |
|----|-------------------|---|
| | John B. Georges | 2216 O'Toole Avenue, San Jose, CA 95131 |
| | | |
| | | |

- | b) Name and Office
of Principal Officers | Business Address |
|--|--|
| <u>John B. Georges, Chairman and President</u> | <u>2216 O'Toole Avenue, San Jose, CA 95131</u> |
| <u>David M. Cutrer, Vice-President</u> | <u>2216 O'Toole Avenue, San Jose, CA 95131</u> |
| <u>Raymond K. Ostby, Secretary and Treasurer</u> | <u>2216 O'Toole Avenue, San Jose, CA 95131</u> |
| <u>Ronald S. Kramer, Asst. Secretary</u> | <u>2216 O'Toole Avenue, San Jose, CA 95131</u> |

- | Class of Shares (and Series, if any) | Authorized Number of Each Class (and Series) |
|--------------------------------------|--|
| Common | 50,000 |
| | |
| | |
| | |

- Date August 10, 2006

Name of Corporation

Signature _____

Type or Print Name and Office



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
INITIAL ANNUAL REPORT OF CORPORATIONS

CL-1
(Rev. 8/7/03)
3134

Office Use Only																			
File Number _____		ENDING PERIOD _____ Month _____ Year _____																	
SID Number _____																			
For Secretary of State Use Only																			
Date "Application for Charter" filed with Secretary of State _____																			
Date of "Request for authority to do business in this state" (Foreign Corp.) <u>AUG 15 2006</u>																			
FED EI Number <u>51-0437800</u>		Business Code _____ (Office Use Only)																	
NAME OF CORPORATION <u>NextG Networks of NY, Inc.</u>																			
PHYSICAL ADDRESS OF HEADQUARTERS (NUMBER AND STREET) <u>2216 O'Toole Avenue</u>		MAILING ADDRESS FOR TAX MATTERS																	
CITY AND STATE <u>San Jose, CA</u>	ZIP <u>95131</u>	COUNTY <u>Santa Clara</u>	CITY AND STATE ZIP																
1. State of Incorporation: <u>Delaware</u> 2. Indicate month corporation closes its books: <u>December</u>																			
3. Nature of principal business in SC: <u>Telecommunications</u>																			
4. Location of registered office of the corporation in the state of SC is <u>75 Beattie Place</u> in the city of <u>Greenville</u> . Registered agent at such address is <u>CT Corporation System</u> .																			
5. Location of principal office in SC (street, city, zip and county): <u>None</u>																			
6. Date business commenced in SC: <u>August 10, 2006</u>		Telephone # <u>408-954-1580</u>																	
7. If a professional corporation, are all shareholders, one-half of the directors (or individuals functioning as directors) and all officers (other than the secretary and treasurer) qualified to practice the professional services engaged in by the corporation? <u>Yes</u>																			
8. The names and business addresses of the directors (or individuals functioning as directors) and principal officers in the corporation are:																			
SSN	Name/Title	Business Address and Office																	
51-0437800	John B. Georges	2216 O'Toole Avenue, San Jose, CA 95131																	
51-0437800	David M. Cutrer	2216 O'Toole Avenue, San Jose, CA 95131																	
51-0437800	Raymond K. Ostby	2216 O'Toole Avenue, San Jose, CA 95131																	
51-0437800	Ronald S. Kramer	2216 O'Toole Avenue, San Jose, CA 95131																	
9. The total number of authorized shares of capital stock itemized by class and series, if any, within each class is as follows:																			
Number of Shares	Class	Series																	
50,000	Common																		
10. The total number of issued and outstanding shares of capital stock itemized by class and series, if any, within each class is as follows:																			
Number of Shares	Class	Series																	
50,000	Common																		
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>1. Fee due with this report</td> <td>1. _____</td> <td>25</td> <td>00</td> </tr> <tr> <td>2. Interest due</td> <td>2. _____</td> <td></td> <td></td> </tr> <tr> <td>3. Penalty due</td> <td>3. _____</td> <td></td> <td></td> </tr> <tr> <td>4. Total - Due</td> <td>4. _____</td> <td></td> <td></td> </tr> </table>				1. Fee due with this report	1. _____	25	00	2. Interest due	2. _____			3. Penalty due	3. _____			4. Total - Due	4. _____		
1. Fee due with this report	1. _____	25	00																
2. Interest due	2. _____																		
3. Penalty due	3. _____																		
4. Total - Due	4. _____																		
Make remittance payable to SC Department of Revenue and mail to: SC Department of Revenue, License and Registration Unit, Columbia, SC 29214-0140.																			

ATTACH REMITTANCE HERE

AFFIDAVIT

I, the undersigned incorporator or principal officer of the corporation for which this return is made, declare that this return, including accompanying statements and schedules, has been examined by me and is to the best of my knowledge and belief a true and complete return made in good faith.

Anthony E. Rodriguez

THIS RETURN PREPARED BY

August 10, 2006

DATE

Raymond K. Ostby
SIGNATURE OF INCORPORATOR OR OFFICER AUTHORIZED TO SIGN
Raymond K. Ostby, Secretary and Treasurer

TITLE

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "NEXTG NETWORKS OF NY, INC" IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE ELEVENTH DAY OF AUGUST, A.D. 2006.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "NEXTG NETWORKS OF NY, INC" WAS INCORPORATED ON THE FOURTH DAY OF NOVEMBER, A.D. 2002.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.



3587157 9300

060756668

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 4970368

DATE: 08-11-06

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Authorization

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

NEXTG NETWORKS OF NY, INC.,
a corporation duly organized under the laws of the state of **DELAWARE** and issued a certificate of authority to transact business in South Carolina on **August 15th, 2006**, has on the date hereof filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the Corporation that its authority to transact business in South Carolina is subject to being revoked pursuant to Section 33-15-310 of the 1976 South Carolina Code, and no application for surrender of authority to do business in South Carolina has been filed in this office as of the date hereof.

Given under my Hand and the Great
Seal of the State of South Carolina this
15th day of August, 2006.


Mark Hammond, Secretary of State

Note: This certificate does not contain any representation concerning fees or taxes owed by the Corporation to the South Carolina Tax Commission or whether the Corporation has filed the annual reports with the Tax Commission. It is important to know whether the Corporation has paid all taxes due to the State of South Carolina, and has filed the annual reports, a certificate of compliance must be obtained from the Tax Commission.

EXHIBIT B

(NextG Officers, Directors and Legal Counsel)

Exhibit B

List of Officers, Directors and Legal Counsel
for NextG Networks of NY, Inc.

<u>Name</u>	<u>Title</u>	<u>Address</u>
John B. Georges	Sole Director, Chairman, President and Chief Executive Officer	2216 O'Toole Avenue San Jose, CA 95131
Raymond K. Ostby	Chief Financial Officer, Treasurer, and Secretary	2216 O'Toole Avenue San Jose, CA 95131
David M. Cutrer	Vice President and Chief Technology Officer	2216 O'Toole Avenue San Jose, CA 95131
Ronald S. Kramer	Assistant Secretary	2216 O'Toole Avenue San Jose, CA 95131
Robert L. Delsman	Vice President of Government and Regulatory Affairs	2216 O'Toole Avenue San Jose, CA 95131
T. Scott Thompson	Counsel / Attorney for NextG Networks of NY, Inc.	1919 Pennsylvania Avenue NW Suite 200 Washington, D.C. 20009
John J. Pringle, Jr.	Counsel/Attorney for NextG Networks of NY, Inc.	P.O. Box 2285 Columbia SC 29201

EXHIBIT C

(Financial Information)

**CONFIDENTIAL
AND
PROPRIETARY**

(FILED UNDER SEAL)

EXHIBIT D

(Biographies of Key Personnel)

Exhibit D

Managerial and Technical Experience – Biographies of Key Personnel

Dr. John B. Georges, PhD, is Chairman, Chief Executive Officer and Co-Founder of NextG Networks. Mr. Georges was a co-founder of LGG Wireless, Inc., a leading supplier of wireless networking equipment, where he held the position of Vice President, Sales and Business Development. Mr. Georges has over fifteen years of experience in the telecommunications industry and has successfully negotiated and closed major contracts worth over \$100 million with Nortel Networks, AT&T Wireless, SpectraSite, Sprint PCS, Vodafone, Nextel Communications, Verizon Wireless, AG Communications Systems and Concourse Communications. Mr. Georges received his PhD in electrical engineering from the University of California at Berkeley and is recognized as a leading expert in the field of wireless communications and fiber optics. Mr. Georges is recognized worldwide as a pioneer in the area of in-building wireless communications, and has authored or co-authored over 30 publications. He was also part of the team that built the first Dense-Wavelength-Division-Multiplexed (DWDM) system in the world in 1987 during his tenure at Bellcore (now Telecordia).

Dr. David Cutrer, PhD, is Chief Technology Officer and Co-Founder of NextG Networks. Dr. Cutrer is a recognized expert on microcellular communication networks and holds multiple patents in the field. Prior to co-founding NextG Networks, Dr. Cutrer was co-founder, CTO and VP of Engineering for LGC Wireless, Inc. Under his leadership, the engineering team at LGC developed novel in-building wireless solutions for all 2G and 3G systems, as well as a broadband wireless product for urban microcells. Dr. Cutrer earned his PhD and Masters degrees in electrical engineering from the University of California at Berkeley and holds Bachelor of Science degree in electrical engineering and applied physics from the California Institute of Technology.

Mr. Raymond K. Ostby, is Chief Financial Officer for NextG Networks, Inc. Mr. Ostby has worked in finance for high technology companies throughout the Silicon Valley since 1978 and at the CFO level since 1985. He has a strong record of success including two IPOs, several private placements, and M&A transactions. Mr. Ostby brings significant expertise in financial management, corporate compliance, contract negotiations, patents, lawsuits, and human resources to NextG Networks. His previous companies include: ATMEL Corporation, KBC Pharma, Verplex Design Systems, Quickturn Design Systems, Force Computers, Intel and Arraycomm. Mr. Ostby's educational background includes a B.A. and M.B.A. from University of Montana, and Ph.D. coursework in Quantitative Analysis from UC Berkeley.

Mr. Todd Schultz, is Vice President, Operations for NextG Networks, Inc. Mr. Schultz brings 20+ years of experience in technical operations, product management, and network engineering across the entire voice & data communications value chain. With years of experience in the build out and oversight of high volume network communication infrastructures, wireless fiber-fed networks and multiple hardened data centers, he brings world-class SLA-based contract management including MCI, Sprint, SBC, Cisco, EMC, Microsoft, Sun Microsystems, and Oracle among others. Mr. Schultz' previous experience includes a range of

senior-level positions at Westinghouse's full-service inter-exchange carrier providing a complete range of telecommunications, systems integration, and Internet services in the tier II telecommunications market, and Navisite, a data center & hosting infrastructure venture. Mr. Schultz also holds a B.S. in Mechanical Engineering from California State at Chico.

Mr. Joseph M. Veni is Vice President, Sales of NextG Networks. Mr. Veni has over 30 years of telecommunications experience in general management, marketing, sales, service and applications engineering, and has been involved in the wireless industry since its inception. Prior to joining NextG, Mr. Veni was with LGC Wireless as Vice President of Sales where he built a world-wide sales team, grew revenues to \$5 million per quarter, and was key to the implementation of the first neutral host in-building systems in Las Vegas. Prior to LGC, he was part of the start-up team that took Spectrian Corp. through an IPO and secondary public offering raising over \$110 million, and achieved a total market value of nearly \$1 billion. Mr. Veni had several key roles including VP Sales, Sr. VP Sales & Marketing and Exec. VP & General Manager of Spectrian's Single Carrier Amplifier Division, which achieved annual sales of \$115 million. Mr. Veni has an Associate of Arts Degree in electronic technology and completed the Stanford/AEA Executive Mini MBA program.

Mr. Robert Delsman, Esq. is Vice President of Government Relations and Regulatory Affairs for NextG Networks. Prior to joining NextG, Mr. Delsman was Senior Director of Government Relations and Network Real Estate for Metricom, Inc. and responsible for directing the company's acquisition and administration right-of-way, franchise, network real estate, and investor-owned utility agreements throughout the United States. Before Metricom, Mr. Delsman practiced real estate law at Lillick & Charles in San Francisco and at Crosby, Heafey, Roach & May in Oakland, California. Mr. Delsman is a member of the State Bar of California with a J.D. from Hastings College of the Law (University of California) and holds degrees in classics and philosophy from Gonzaga University and in literae humaniores from Oxford University, England.

EXHIBIT E

(Proposed Tariff)

Tariff Schedule
Applicable to
TELECOMMUNICATIONS SERVICES
of
NEXTG NETWORKS OF NY, INC.
For Statewide Service in South Carolina

Issued: October 2, 2006

Issued By:

Effective: _____, 2006

Robert Delsman, Tariff Manager
NextG Networks of NY, Inc.
2216 O'Toole Avenue
San Jose, California 95131

CHECK SHEET

The Title Sheet and Sheets 1 through 23 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s).

<u>SHEET</u>	<u>REVISION</u>
Title	Original
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
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Issued: October 2, 2006

Issued By:

Effective: _____, 2006

Robert Delsman, Tariff Manager
NextG Networks of NY, Inc.
2216 O'Toole Avenue
San Jose, California 95131

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Issued: October 2, 2006

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PRELIMINARY STATEMENT

This tariff contains all effective rates and rules together with information relating, and applicable to NextG Networks of NY, Inc. ("Company").

The Company has been authorized by the Public Service Commission of South Carolina ("PSC") to provide telecommunications services throughout the State of South Carolina.

The rates and rules contained herein are subject to change pursuant to the rules and regulations of the PSC.

EXPLANATION OF SYMBOLS

- (C) To signify **changed** listing, rule or condition which may affect rates or charges.
- (D) To signify **deleted or discontinued** rate, regulation or condition.
- (I) To signify a change resulting in an **increase** to a Customer's bill.
- (L) To signify that material has been **relocated to** another tariff location.
- (N) To signify a **new** rate, regulation, condition or sheet.
- (R) To signify a change resulting in a **reduction** to a Customer's bill.
- (T) To signify a change in **text** but no change to rate or charge.

MUNICIPALITIES OR TERRITORIES SERVICED

The Company's service is available statewide. The obligation of the Company to provide service is dependent upon its ability to procure, construct, and maintain facilities that are required to meet the Customer's Service Order.

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APPLICABILITY

This tariff sets forth the service offerings, rates, terms, and conditions applicable to the furnishing of intrastate communications services by the Company within the State of South Carolina.

This tariff applies only for the use of the Company's services for communications between points within the State of South Carolina; this includes the use of the Company's network to complete an end to end intrastate communication.

AVAILABILITY OF THE COMPANY'S TARIFF

A complete copy of the Company's current tariff is maintained at the Company's business offices located at:

NextG Networks, Inc.
2216 O'Toole Avenue
San Jose, California 95131

This tariff is also available for public inspection at the South Carolina Public Service Commission.

SECTION 1 – RF TRANSPORT SERVICE

1. Application of rates

RF Transport Services rates apply to service furnished to business customers. RF Transport Services are not available to residential customers.

2. RF Transport Service

(A) General service offerings and limitations

RF Transport Services utilize optical technology, including multi-wavelength optical technology over dedicated transport facilities to provide Customers with links to emit RF coverage.

RF Transport Services connect Customer-provided wireless capacity equipment to Customer-provided or Company provided bi-directional RF-to-optical conversion equipment at a hub facility. The hub facility can be Customer or Company provided. The conversion equipment allows the Company to accept RF traffic from the Customer and then send bi-directional traffic transmission across the appropriate optical networks. At the remote end, Customer or Company provided RF-to-optical conversion equipment allows bi-directional conversion between optical signals and RF signals. RF signals can be received and transmitted at this remote node. Hence the Company provides optical transit services for RF signals.

The furnishing of RF Transport Services requires certain physical arrangements of equipment and facilities of the Company and other entities and is subject to the availability of such equipment and facilities and the economic feasibility of providing such necessary equipment and facilities and the RF Transport Services.

The specific limitations applicable to RF Transport Services are as follows:

- All optical services are provided on single mode optical fiber.
- Some optical services may be of a multi-wavelength nature.
- Current wireless standards limit the distance between a hub site and a remote node to 20km.
- The optical loss between a hub site and a remote node must not exceed 18 dB.

(B) Minimum Term

The minimum service term for RF Transport Service is five (5) years.

(C) Schedule 1 - Rates and Charges For RF Transport Service

The monthly recurring rates and nonrecurring charges for RF Transport Services are as follows:

Description	Fee per Segment
Nonrecurring connection charge	\$100,000
Monthly recurring charge	\$15,000

For purposes of this Tariff, Segment shall mean a one-way optical carrier between one (1) Customer hub site or remote node and another Customer hub site or remote node. The optical carrier is a single optical wavelength. The optical fiber can carry more than one wavelength.

SECTION 2 – DEFINITIONS

Channel:

A communications path between two or more points of termination.

Commission:

South Carolina Public Service Commission.

Company:

NextG Networks of NY, Inc.

Customer:

The person, firm, corporation or other entity that orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

Customer Designated Premises:

The premises specified by the Customer for origination or termination of services.

Dedicated Access:

Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

Facilities

Any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., used to provide services offered under this tariff.

Holidays:

The Company observes the following Holidays: New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, Christmas Day.

ORS:

Refers to the South Carolina Office of Regulatory Staff.

Premises:

A building or buildings on contiguous property, not separated by a public highway or right-of-way.

RAN

A radio access node.

Transmission Path:

An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

SECTION 3 – GENERAL RULES AND REGULATIONS

3.1 — Undertaking of Company

The Company's services are furnished for telecommunications services originating and/or terminating in any area within the State of South Carolina.

The Company provides competitive access provider services to Customers for the direct transmission and reception of voice, data, and other types of communications. Services are offered via the Company's facilities (whether owned, leased, or under contract) in combination with resold services provided by other certificated carriers. The Company is responsible under this tariff only for the services and facilities the Company provides hereunder.

Subject to availability, the Customer may use account codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week, subject to the availability of necessary service, equipment and facilities and the economic feasibility of providing such necessary service, equipment, and facilities.

3.2 — Application for Service

Service may be initiated only based on a written agreement between the Company and the Customer. To initiate a service request, the Customer must provide the following information: the Customer's name; an address to which the Company shall provide service; and a billing address (if different). The service application does not itself bind either the Customer to subscribe to the service or the Company to provide the service.

Request for service under this Tariff will authorize the Company to conduct a credit search on the Customer. Consistent with Commission Rule 103-621, the Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer. Potential customers who are denied service must be given the reason for the denial in writing within 10 days of service denial.

3.3 — Contract or Agreements

In lieu of the rates otherwise set forth in this Tariff, rates and charges, including installation, special construction, and recurring charges, may be established at negotiated rates on an Individual Case Basis (ICB), taking into account such factors as the nature of

the facilities and services, the costs of construction and operation, and the length of service commitment by the Customer, as long as the rates and charges are not less than Carrier's costs of providing the service. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual contracts or Customer Term Agreements. Specialized Pricing Arrangement rates or charges will be made available to similarly-situated Customers on comparable terms and conditions. Upon reasonable request, Carrier will make the terms of these contracts available to the Commission and the ORS for review on a confidential and proprietary basis.

3.4 — Deposits

The Company may, at its sole discretion, require a deposit or usage prepayment as a condition to receiving service or additional service, consistent with Commission Rule 103-621. The Company reserves the right to review an applicant's or a Customer's credit history at any time to determine if a deposit is required.

In the event the Customer fails to establish a satisfactory credit history, deposits are a form of security that may be required from Customers to ensure payment of bills.

Deposits shall be no greater than twice the estimated average monthly bill for the class of service applied for.

Deposits will be refunded with interest within 30 days after discontinuance of service or after 12 months of service, whichever comes first. Interest will accrue on the amount deposited. The interest on deposits shall be accrued and paid in accordance with the Commissions regulations and Orders. The Company will credit such interest to each depositor by paying such interest in cash or deducting it from the amount of a bill for service.

3.5 — Notices

Notices provided to the Customer by the Company shall be as follows:

A. Rate Information

- (1) Rate information and information regarding the terms and conditions of service will be provided upon request by a current or potential Customer. Notice of major increases in rates will be provided in writing to Customers and postmarked at least 30 days prior to the effective date of the change. No Customer notice is required for minor rate increases or for rate decreases. Customers will be advised of optional service plans in writing as they become available. In addition, Customers shall be advised of

changes to the terms and conditions of service no later than the Company's next periodic billing cycle.

- (2) When Company provides information to a Customer that is in conflict with its tariffs, the Customer shall have the right to bring a complaint against the Company.

B. Discontinuance of Service Notice

(1) Notice by Customers

Customers are responsible for notifying the Company of their desire to discontinue service on or before the date of disconnection. Such notice must be in writing.

(2) Notice by Company

Notices to discontinue service for nonpayment of bills will be provided in writing by first class mail to the Customer not less than 10 calendar days prior to termination. Each notice will include all of the following information:

1. The name and address of the Customer whose account is delinquent.
2. The amount that is delinquent.
3. The date when payment or arrangements for payment are required in order to avoid termination.
4. The procedure the Customer may use to initiate a complaint or to request an investigation concerning service or charges.
5. The telephone number of a representative of the Company, who can provide additional information or institute arrangements for payment.

Any termination of service shall comply with Commission Rule 103-633.

C. Change in Ownership or Identity Notice

Company shall notify Customers in writing of a change in ownership or identity of the Customer's service provider on the Customers' next monthly billing cycle.

D. Rules for Company Notices

Notices the Company sends to Customers, or the Board, will be a legible size and printed in a minimum point size type of 10 and are deemed made on date of presentation.

3.6 — Rendering and Payment of Bills

- (a) Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Subscriber. Service continues to be provided for the minimum service term.
- (b) The Customer is responsible for the payment of all charges for services furnished to the Customer. Charges are billed monthly in advance. The Company is not responsible for any telephone charges that may be incurred by the Customer in gaining access to the Company's network.
- (c) Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-two (32) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance, or the maximum allowable under state law. The late payment date will be prominently displayed on the Customer's bill. Company shall endeavor to credit payments within 24 hours of receipt to avoid assessing late payment charges incorrectly.
- (d) The name(s) of the Customer(s) desiring to use service must be set forth in the application for service.

3.7 — Disputed Bills

Billing disputes should be addressed to Company's customer service organization via telephone to 1-866-44NEXTG (63984).

In case of a billing dispute between the Customer and the Company as to the correct amount of a bill that cannot be adjusted with mutual satisfaction, the Customer can make the following arrangement:

Prior to suspension or termination of service by the Company, the Customer may request, either orally or in writing, that the Company investigate and review the disputed amount. The Company will comply with such request. The undisputed portion of the bill must be paid by the due date shown on the bill or the service will be subject to suspension/termination if the Company has notified the Customer by written notice of such delinquency and impending suspension/termination. Company will also advise the

Customer in writing of the ORS's informal complaint procedures and the Commission's formal complaint procedures and that, if there is still disagreement after the investigation and review by the Company and the Company's written findings to the Customer, the Customer may appeal to the ORS or Commission within 10 days of the date the Company mailed its findings to the Customer.

The Company will not suspend/terminate the Customer's service for nonpayment as long as the Customer complies with the procedures of this section.

In order to avoid suspension of service and late payment charges, the disputed amount must be paid within fourteen (14) calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such payment must be made or service will be interrupted. However, the Company will not suspend service prior to the payment due date as shown on the bill.

A customer may dispute charges and seek a credit for bills paid to the Company within two years of billing, commencing five (5) days after remittance of the bill.

3.8 — Cancellation of Service by Company

- (a) The Company may discontinue service under the following circumstances:
1. Nonpayment of any sum due to the Company for service more than 30 days beyond the date of the invoice for such service. In the event the Company terminates service for nonpayment, the Customer may be liable for all reasonable court costs and attorneys fees as determined by the PSC or by the Court; or
 2. In the event of a condition determined to be hazardous to the Customer, to other Customers of the utility, to the utilities equipment, the public or to employees of the utility; or
 3. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or
 4. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
 5. For unlawful use of the service or use of the service for unlawful purposes; or
 6. Failure to post a required deposit or guarantee; or

-
7. A violation of, or failure to comply with, any regulation or condition governing the furnishing of service; or
 8. If the Customer provides false information to the Company regarding the Customer's identity, address, creditworthiness, or past, current or planned use of Company's services.
- (b) The Company will provide the following notice of disconnection:
1. Written notice of the pending disconnection will be rendered not less than 10 days prior to the disconnection. Notice shall be deemed given upon deposit, first class postage prepaid, in the U.S. Mail to the Customer's last known address.
 2. Service may be discontinued during business hours on or after the date specified in the notice of discontinuance. Service will not initially be discontinued on any Saturday, Sunday, legal holiday, or any other day Company service representatives are not available to serve Customers.
- (c) Restoration of service

The Customer may restore service by full payment in any reasonable manner including by personal check. However, the Company may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months. There is a \$35.00 charge for restoration of service after disconnection; if, however, the equipment necessary for service has been removed, the non-recurring fee will apply.

3.9 — Cancellation of Service By Customer

Customer may cancel service pursuant to Commission Rule 103-624.3 by providing notice to Company thirty (30) days prior to cancellation. However, Customer may not cancel service prior to expiration of the initial five (5) year term without incurring termination liabilities.

Customer is responsible for charges while still connected to the Company's service and the payment of associated local exchange company charges, if any, for service charges.

Any non-recoverable cost of Company expenditures shall be borne by the Customer if:

- A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed with the Customer for the non-recoverable portions of expenditures; or

-
- B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
- C. Based on an order for service and construction has either begun or has been completed, but no service provided.

3.10 — Special Information Required on Forms

A. Customer Bills

The Company shall be identified on each bill. Each bill will prominently display a toll-free number for service or billing inquiries, along with an address where the Customer may write. If the Company uses a billing agent, it will also include the name of the billing agent it uses. Each bill for telephone service will contain notations concerning the following areas, as applicable:

- (1) When to pay your bill;
- (2) Billing detail including the period of service covered by the bill;
- (3) Late payment charge and when applied;
- (4) How to pay your bill;
- (5) Questions about your bill;
- (6) Network access for interstate calling;
- (7) In addition to the above, each bill shall include the following statement:

“This bill is now due and payable; it becomes subject to a late payment charge if not paid within 30 calendar days of presentation date. Should you question this bill, please request an explanation from NextG Networks of NY, Inc.”

Company will also advise the Customer in writing of the ORS’ and the Commission’s formal and informal complaint procedures and that, if there is still disagreement after the investigation and review by the Company and the Company’s written findings to the Customer, the Customer may appeal to the ORS or the Commission within 10 days of the date the Company mailed its findings to the Customer.

B. Deposit Receipts

Issued: October 2, 2006

Issued By:

Effective: _____, 2006

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NextG Networks of NY, Inc.
2216 O’Toole Avenue
San Jose, California 95131

The Company shall provide the Applicant or Customer with a Deposit Receipt for any deposit received. The receipt shall show the Customer's name, service address, type of service, amount of deposit, rate of interest on deposit, date received, Company's name, and a statement of the conditions under which the deposit will be refunded. The Company will refund the Customer's deposit even if the Customer has lost the receipt.

3.11 — Credit Establishment

Each applicant for service shall provide credit information satisfactory to the Company or pay a deposit. Deposits may be avoided if the applicant:

- A. Provides credit history acceptable to the Company. Credit information contained in the applicant's account record may include, but shall not be limited to, account established date, 'can-be-reached' number, billing name, and location of current and previous service.
- B. A cosigner or guarantor may be used providing the cosigner or guarantor has acceptable credit history with the serving Company or another acceptable local carrier.
- C. Company cannot refuse a deposit to establish credit for service. However, it may request the deposit to be in cash or other acceptable form of payment (e.g., cashier's check, money order, bond, letter of credit).

3.12 — Prorating of Bills

Any prorated bill shall use a 30-day month to calculate the pro-rata amount. Prorating shall apply only to recurring charges. All nonrecurring and usage charges incurred during the billing period shall be billed in addition to prorated amounts.

3.13 — Information to Be Provided to the Public

A copy of this tariff schedule will be available for public inspection in the Company's business office during regular business hours.

Copies of the Company's tariff schedules are available to the public at nominal costs to recover photocopying, postage and/or transmission expenses.

3.14 — Continuity of Service

In the event of prior knowledge of an interruption of service for a period exceeding one day, the Customers will, if feasible, be notified in writing, by mail, at least one week in advance.

3.15 — Use of Service

Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.

The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

3.16 — Limitations of Service

Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. Company reserves the right not to provide service to or from a location where the necessary facilities or equipment are not available.

Company reserves the right to discontinue furnishing the service upon its written notice, when necessitated by conditions beyond its control or when Customer is using the service in violation of the provisions of this tariff, or in violation of the law.

Title to all facilities provided by Company under these regulations remains in Company's name.

3.17 — Interconnection

Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal

equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

3.18 — Liability of the Company

- A. The provisions of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of law.
- B. In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
- C. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, or errors, or defects in any of the services or facilities furnished by the Company up to and including its Local Loop Demarcation Point, including exchange, toll, private line, supplemental equipment, alphabetical directory listings (excluding the use of bold face type) and all other services, shall in no event exceed an amount equal to the pro rata charges to the Customer for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect in any one service or facility affects or diminishes the value of any other service said liability shall include such diminution, but in no event shall the liability exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.

D. Errors in Transmitting, Receiving or Delivering Oral Messages by Telephone

The Company shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Company and connecting utilities.

3.19 — Measurement of Service

Charges for service are without regard to mileage.

3.20 — Responsibilities of the Customer

- (a) The Customer is responsible for: placing any necessary service orders; complying with tariff terms and conditions; for assuring that users comply with tariff regulations; and for payment of charges for calls originated from the Customer's telephone lines.

-
- (b) The Customer is responsible for arranging access to its premises at times mutually agreeable to Company and the Customer when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services.
 - (c) The Customer is responsible for maintaining its terminal equipment and facilities in good operating condition. The Customer is liable for any loss, including loss through theft, of any Company equipment installed at the Customer's premises.

3.21 — Special Construction

Special construction charges apply where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs. Charges will be based on the costs incurred by the Company (including return) and may include:

- 1. non-recurring charges;
- 2. recurring charges;
- 3. termination liabilities; or
- 4. combinations of the above.

3.22 — Demarcation Points

Services shall be provided to mutually agreeable points of demarcation.

3.23 — Force Majeure

The Company will not be liable for any failure of performance due to causes beyond its control, including but not limited to cable dig-up by third party, acts of God, civil disorders, actions of governmental authorities, actions of civil or military authority, labor problems, national emergency, insurrection, riots, war, fire, flood, and atmospheric conditions or other phenomena of nature, such as radiation. In addition, the Company will not be liable for any failure of performance due to necessary network reconfiguration, system modifications for technical upgrades, or actions taken by any court or government agency having jurisdiction over the Company.

3.24 — Disclaimer of Warranties

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

Issued: October 2, 2006

Issued By:

Effective: _____, 2006

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SECTION 4 – PROMOTIONS

4.1 Promotional Offerings – General

Reserved for future use.

Issued: October 2, 2006

Issued By:

Effective: _____, 2006

Robert Delsman, Tariff Manager
NextG Networks of NY, Inc.
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San Jose, California 95131

EXHIBIT F

(Proposed Notice of Filing and Hearing)

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

DOCKETING DEPARTMENT

NOTICE OF FILING AND HEARING

DOCKET NO. 2006-_____-C

NextG Networks of NY, Inc., d/b/a NextG Networks East, has filed an Application with the Public Service Commission of South Carolina ("Commission"), for a Certificate of Public Convenience and Necessity to provide resold and facilities-based local exchange and interexchange telecommunications services throughout the State of South Carolina, pursuant to S.C. Code Ann. § 58-9-280 and Section 253 of the Telecommunications Act of 1996, 47 U.S.C. § 253 (1996). Specifically, NextG seeks authority to provide fiber optic RF transport services to telecommunications companies operating in the State of South Carolina. Applicant also requests that the Commission regulate its local exchange service in accordance with the principles established for flexible regulation by Order No. 98-165 in Docket No. 97-467-C.

A copy of the Application is on file in the offices of the Public Service Commission of South Carolina, 101 Executive Center Drive, Saluda Building, Columbia, South Carolina 29210; the Commission's website at www.psc.sc.gov, and is available through John J. Pringle, Jr., Ellis, Lawhorne & Sims, P.A. P.O. Box 2285, Columbia SC 29202.

PLEASE TAKE NOTICE a hearing on the above matter has been scheduled to begin at _____ a.m. on _____, 2006, before Hearing Examiner David Butler, Esquire in the Commission's Meeting Room at 101 Executive Center Drive, Saluda Building, Columbia, South Carolina 29210.

Any person who wishes to participate in this matter, as a party of record with the right of cross-examination should file a Petition to Intervene in accordance with the Commission's Rules of Practice and Procedure on or before _____, 2006 and indicate the amount of time required for his presentation. Please include an email address for receipt of future Commission correspondence in the Petition to Intervene. *Please refer to Docket No. 2006-_____-C.*

Any person who wishes to testify and present evidence at the hearing, should notify the Docketing Department in writing at the address below, the Office of Regulatory Staff at Post Office Box 11263, Columbia, South Carolina 29211, and John J. Pringle, Esquire, at the above address, on or before _____, 2006 and indicate the amount of time required for his presentation. *Please refer to Docket No. 2006-_____-C.*

Any person who wishes to be notified of any change in the hearing, but does not wish to present testimony or be a party of record, may do so by notifying the Docketing Department in writing at the address below on or before _____, 2006. *Please refer to Docket No. 2006-_____-C.*

PLEASE TAKE NOTICE: Any person who wishes to have his or her comments considered as part of the official record of this proceeding **MUST** present such comments, in person, to the Commission during the hearing.

Persons seeking information about the Commission's Procedures should contact the Commission at (803) 896-5100.

Public Service Commission of South Carolina
Attn: Docketing Department
Post Office Drawer 11649
Columbia, South Carolina 29211